33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and ... be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the ... done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the followin... necessary or advisable during the progress of the work by him
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in ... connection, which may be given to him in writing by the Employer and such alteration shall ... vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer ... provided that no order in writing shall be required for increase or decrease in the quantity of an item ... appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the ... officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work ... shall be carried out as though there is no variation. In case variation is approved it shall be ... accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, ... approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

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36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

(As per the G.O. No. FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)

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In the circumstances explained in the preamble, in modification of the Government Orders it is directed that the following price adjustment methods are applicable hereafter.

a) Deleted

b) If the period of execution is more than 6 months but less than or equal to 12 months more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and shall be payable to the contractor based on the all India average wholesale price index materials. The star rates adjustment shall be as per the increase or decrease in the index to the said materials between the last date for receiving bids and the date of execution approved programme of works submitted by the contractor at the time of execution of which shall mandatorily be a part of the agreement.

40.1 Deleted

40.2 Deleted.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments

Deleted.

42.3

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

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45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"(*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

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49.3 When either party to the Contract gives notice of a breach of contract to the other than those listed under Sub Clause 49.2 above, the Employer shall decide is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for conve

49.5 If the Contract is terminated the Contractor shall stop work immediately, make secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Employer shall prepare bill for the value of the work done less advance payments rece date of the bill, less other recoveries due in terms of the contract, less taxes due to be source as per applicable law and less the percentage to apply to the work not completed as in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount Employer exceeds any payment due to the Contractor the difference shall be a debt payable Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental Contract by the Employer, the Employer shall prepare bill for the value of the work done reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed on the Works, and the Contractor's costs of protecting and securing the Works and less payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account

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of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure A).

b. Arbitration Proceedings shall be held at Bangalore, Karnataka, India

c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.

d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

5. The Tender Documents uploaded in the e – Procurement Website by the Employer, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the

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Employer shall be the Deciding Authority with regard to the Intention / Document and his Decision shall be final and binding on the Contractor without

8. Any Error in Description or any Omissions there from, shall not vitiate the Contractor from the Execution of the whole or any part of the Works comprised in the Drawings and Specifications or from any of his Obligations under the Contract.

9. Time is the Essence of the Contract and it shall be clearly understood that the Contractor complete the Work in every respect within the Intended Completion Period as stated in Data.

10. **Drawings to be kept at Site**
The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor the Site and the same shall at all reasonable time be available for Inspection and Use Employer and his approved Representative and any other person authorized by the Employer writing.

11. **Inspection of Works**
In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

12. **Foreign Exchange**
It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

13. **Night Work**
For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

14. **Existing Services**
Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar Services encountered in the Course of the Execution of the Work shall be protected / maintained against the Damage by the Contractor. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Shifting of such Services is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

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The Respective Departments in coordination with the Employer shall carry out Shifting of Major Services. The Decision as whether the Service in Question is Major or not, will be at the Discretion of the Employer. The Contractor will, however, be required to provide all help to ensure that the Work is carried out smoothly.

15. All Works pertaining to Services including Rerouting / Diversion of Services, Routine Testing, Installation, etc. embracing in one or more than one Process shall be subject to Examination and Approval to each Stage thereof by the Employer or concerned Departments as would be notified by the Employer or his approved Representative when such Stage is ready. In default of such Notice, the Employer shall be entitled to appraise the Quantity and the Extent thereof and the Decision of the Employer or his approved Representative in this regard shall be final and binding.

16. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

17. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

18. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

19. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

20. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

21. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
   a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
   b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

22. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

23. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

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24. The Contractor shall maintain in Good Condition all Work till the Completion to him. From the Commencement of the Work to the Completion of the same the Contractor's Charge. The Contractor is to be held Responsible for and to Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods Employer shall not be held Responsible, for any Claims for Injuries to Structural Damage to Property happening from any Neglect, Default, Misconduct on the Part of the Contractor or of any other of his authorized Employment during the Execution of the Work. The Compensation, if any, shall the Department / Authority / Persons concerned, by the Contractor at his own Cost.

25. The Contractor will take all Necessary Measures for the Safety of Traffic and Construction and provide, erect and maintain such Barricades, including Signs, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Areas, Intermediate Points, as directed by the Employer including the Proper Identification Construction Areas. He shall be Responsible for all Damages and Accidents on Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

Barricading and Safety Requirements are very Important Aspects at this Portion of the Road above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

26. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i. IS: 3696 (Part I) – 1966 Safety Code for Scaffolds and Ladders
ii. IS: 3696 (Part II) – 1966 Safety Code for Scaffolds and Ladders, Part II Ladders

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iii. IS: 3764 – 1966 Safety Code for Excavation Work
iv. IS 4081 – 1967 Safety Code for Blasting and Drilling Operations
v. IS: 4138 – 1977 Safety Code for Working in Compressed Air
vi. IS: 5121 Safety Code for Piling and other Deep Foundations
vii. IS: 5916 – 1970 Safety Code for Construction involving Use of Hot Bituminous Materials
viii. IS: 7293 – 1974 Safety Code for Working with Construction Machinery
ix. IS: 7969 –1975 Safety Code for Storage and Handling of Building Materials
x. Any other Code and / or as per directions of the Employer.

27. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

28. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

29. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

30. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Street Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

31. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

32. **No Waiving of Legal Rights and Powers**
The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

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